

JUSTFLY.COM TERMS & CONDITIONS

Welcome to the Justfly.com website. The Justfly.com website, mobile or tablet applications, or any other feature on the Justfly.com platform (collectively our “**Website**” or “**Justfly.com**”) is designed to be as user-friendly, informative and secure as possible. Our Website is provided solely to assist customers in gathering travel information and purchasing travel-related goods and services. Our website is intended for personal, non-commercial use. For the purposes of this Agreement, (a) “**we**”, “**us**”, “**our**”, “**Justfly**”, and “**Justfly.com**” refer to JustFly Inc. d/b/a Justfly.com, (b) “**you**” or “**your**” refers to you as the user of our Website, (c) “**including**” or “**includes**” means including without limitation, and (d) “**Bookings**” means any goods or services (including airline tickets and hotel bookings) purchased or reserved through the Website.

Our Website is offered to you conditioned upon your acceptance without modification of all the terms, conditions, and notices set forth below (collectively, the “**Terms**” or “**Agreement**”). This Agreement describes the terms and conditions applicable to the services available through our Website and details your responsibilities, thereby limiting the liability of Justfly and its third-party suppliers or providers. These include the airlines, hotels, rental car companies and other suppliers that provide Bookings or other services through our Website (such third parties are collectively referred to as the “**Travel Service Providers**”). **Please read these Terms carefully, as they contain important information.** You should also read our “Privacy Policy (as defined below), which also governs your use of our Website, and is incorporated by reference in this Agreement. By accessing or using our Website, booking any Bookings on our Website, or contacting our call center agents, you agree that the Terms then in force shall apply. If you do not agree to the Terms, please do not use or book any Bookings through our Website or our call center agents.

These Terms may be subject to change. The amended Terms shall be effective from and after the date that they are posted on our Website. We recommend that you review these periodically. You will be subject to the Terms in force at the time that you make your purchase from us or use our Website.

Our Website is intended to provide services to residents of Canada. This Agreement applies to any use of the Website, any use of the Services and any Bookings made from Canada. We may determine your location including through use of your IP address.

1. USE OF OUR WEBSITE

As a condition of your use of our Website, call center agents, and other products and services provided by Justfly.com, including any content (together “**Services**”), you warrant that:

1. You are at least the age of majority in the jurisdiction where you reside;
2. You possess the legal authority to engage in a legally binding contractual relationship;
3. You will use our Website in accordance with this Agreement;
4. You will only use the Services to make legitimate Bookings for you or for another person for whom you are legally authorized to act;
5. You will inform such other persons about the Terms that apply to the Bookings you have made on their behalf, including all rules and restrictions applicable thereto;
6. All information provided by you to the Services is true, accurate, current and complete;
7. If you have a Justfly.com account, you will safeguard your account information and will supervise and be completely responsible for any use of your account by you and anyone other than you.

Justfly.com retains the right, at our sole discretion, to deny access to anyone to the Services we offer, at any time and for any reason, including for violations of this Agreement.

2. RESOLUTION OF DISPUTES

You agree to give us an opportunity to resolve any disputes or claims relating in any way to our Website, any Bookings, any dealings with our customer service agents, any services or products provided, any representations made by us, or our Privacy Policy ("**Claims**") by contacting Justfly.com Customer Support at 1-800-717-5015 or sending an email to: customercare@justfly.com.

3. GOVERNING LAW; SUBMISSION TO JURISDICTION

Not applicable to the residents of Quebec to which the Quebec Consumer Protection Act applies: These Terms and the rights of the parties hereunder shall, to the extent permitted by applicable law, be governed by and construed in accordance with the laws of the Province of Prince Edward Island, and you consent to the exclusive jurisdiction of the courts located in Charlottetown, Prince Edward Island in any action arising out of or in connection with these Terms. Unless otherwise prohibited by applicable law, any Claim must be brought within two (2) years from the date on which such Claim arose or accrued.

4. TRAVEL INFORMATION - GENERAL

Our Website provides extensive information related to travel to our customers, which may include information about vacation destinations, tour packages, travel providers, airfares, flight schedules, cruise details, travel insurance, or and foreign currencies.

We receive this information from third-party sources such as airlines, hotels, tour

operators and transportation providers. We always take reasonable care to make sure this information is accurate and up-to-date. However, we cannot guarantee the accuracy of this information or that it is the most current information available and cannot be held liable for any inaccuracies. Moreover, please understand that all the information on our Website is subject to change. Also, travel products, packages and services described on our website are subject to availability.

As a traveler, you must know and understand the applicable legal requirements related to travel, including passport, visa and health requirements. The ultimate responsibility for obtaining this information and complying with any and all passport, visa, health or other requirements remains solely and exclusively with you.

Additional terms and conditions, including additional terms and conditions set out by Travel Service Providers, may apply to Bookings (“Additional Terms”). Please read such Additional Terms carefully, including any airline conditions of carriage which may be set out on an airline’s website. You agree to abide by any applicable Additional Terms, including Additional Terms relating to payment, availability, check-in times, baggage fees, baggage restrictions, change fees, cancellation fees, and the use of fares, products, or services.

If your itinerary includes Bookings made with different Travel Service Providers (for example, if you are using different airlines for different legs of your trip), please read carefully each Travel Service Provider’s Additional Terms as you agree to comply with all such Additional. It is advisable you print your outbound and return portions of your e-ticket confirmation for all flights prior to traveling. You may be asked for proof of your return ticket at check-in.

Justfly.com may offer customers the opportunity to make a Booking for a combination of two one-way tickets instead of a round trip ticket. For greater certainty, unlike round trip tickets, each one-way ticket is subject to its own rules, restrictions, and fees. If one of these flights is affected by an airline change (e.g. cancellation or rescheduling) that causes you to make changes to the other flight, you will be responsible for any fees incurred for making changes to the unaffected flight.

For certain low-cost carriers, the price of your flight has been converted from a different currency for convenience purposes to provide you an estimate of the amount of the purchase in your local currency. As a result, when you book, the amount charged to your credit card by the airline may be slightly different due to currency fluctuations. Your statement may also include an applicable fee from your card issuer to process the transaction plus any applicable taxes for international purchases.

5. INTERNATIONAL TRAVEL

If you are traveling internationally, please be advised that the provisions of the Montreal Convention and the Warsaw Convention may be applicable to your journey including portions entirely within the countries of departure or destination. The

Conventions govern and in most cases limits the liability of carriers to passengers for death or personal injury.

You are responsible for ensuring that you meet foreign entry requirements and that their travel documents, such as but not limited to passports and visas (transit, business, tourist, and otherwise), are in order and any other foreign entry requirements are met. We urge customers to review travel prohibitions, warnings, announcements, and advisories issued by the relevant governments prior to booking travel to international destinations.

- **Visa and Passport** – You must consult the relevant Embassy or Consulate for this information. Requirements may change and you should check for up-to-date information before booking and departure. We accept no liability if you are refused entry onto a flight or into any country due to your failure to carry the correct and adequate passport, visa, or other travel documents required by any airline, authority, or country, including countries you may just be transiting through. This includes all stops made by the aircraft, even if you do not leave the aircraft or airport.
- **Health**– Recommended inoculations for travel may change and you should consult your doctor for current recommendations before you depart. It is your responsibility to ensure that you meet all health entry requirements, obtain the recommended inoculations, take all recommended medication, and follow all medical advice in relation to your trip.
- **Disinsection**– Although not common, most countries reserve the right to disinsect aircraft if there is a perceived threat to public health, agriculture or environment. The World Health Organization and the International Civil Aviation Organization have approved the following disinsection procedures: (1) spray the aircraft cabin with an aerosolized insecticide while passengers are on board or (2) treat the aircraft's interior surfaces with a residual insecticide while passengers are not on board.

BY OFFERING BOOKINGS FOR PARTICULAR INTERNATIONAL DESTINATIONS, JUSTFLY.COM DOES NOT REPRESENT OR WARRANT THAT TRAVEL TO SUCH AREAS IS ADVISABLE OR WITHOUT RISK, AND IS NOT LIABLE FOR DAMAGES OR LOSSES THAT MAY RESULT FROM TRAVEL TO SUCH DESTINATIONS.

6. AIRLINE BAGGAGE POLICIES

Airline baggage fees are not included in any bookings. All such baggage fees are your responsibility and must be confirmed and paid by you directly with the applicable airline.

7. CHECK-IN

Every airline will have their requirements pertaining to check-in. It is important to verify what the check-in requirements are prior to your flight.

As per the flight industry standard, we recommend the following for your check-in:

- Domestic flights: Minimum 90 minutes prior to departure
- Transborder and International flights: Minimum 3 hours prior to departure

8. AIRLINE SCHEDULE CHANGE

Changes to flight schedules (including cancellations, delays and other schedule changes) can occur for any number of reasons, including bad weather, mechanical problems, crew issues and civil unrest, and can happen at any time, including after having checked in, either in person or online. Such schedule changes (“**Schedule Changes**”) can also include the change to your original flight from a direct non-stop itinerary to include a stop(s) and/or connection(s) to your final destination. Please note that all Schedule Changes stem from the airlines directly.

When Schedule Changes, including cancellations, occur, we may notify our customers of any such changes to their itinerary, by phone and/or email and assist with providing available options based on airline guidelines. However, sometimes the airline does not provide advance notice of the change or cancellation. For this reason, it is your responsibility to reconfirm your flight directly with us or with the airline 72 hours prior to your scheduled departure, as well as 24 hours prior to your scheduled flight date to safeguard against any potential missed flights.

The airlines govern the available recourses to you and are responsible for providing you with alternative flight options taking you to your final destination. In addition, once you have checked in for your flight (including online), the airline takes control of your booking, therefore, any Schedule Changes remain the responsibility of the airline to rebook your flight to your final destination.

However, if you do not find out about Schedule Changes, including cancellations, until 24 hours prior to departure or if you are already at the airport, or in-between flights, we strongly recommend you work directly with the airline staff to understand your options for alternative transportation, as they are better placed to facilitate an efficient and expeditious solution. Please note that in some cases, especially during bad weather, your options may be limited.

9. FUTURE TRAVEL CREDITS

A “**Future Travel Credit**” is a credit that may be issued by an airline that can be redeemed, subject to specific terms and conditions, with that airline for future travel within a limited timeframe and usage restrictions. Any Future Travel Credits, if any, will be issued to you directly from the applicable airline and are subject to your acceptance of certain terms and conditions required by that airline. Such terms and conditions include:

- Future Travel Credits are subject to the airlines fare rules and your ticket restrictions;
- Future Travel Credits are **non-refundable** and **non-transferable** to another traveler. When the Future Travel Credit is redeemed, it must be used by the same person whose name appears on the original ticket;
- Future Travel Credits are only applicable with the airline originally used to book your initial ticket;
- Depending on the airline fare rules and your ticket restrictions, Future Travel Credits may be used towards the value of a new ticket which must be of equal or higher value;
- It must be reissued and used within the time period permitted by the original rules of the airline through which the passenger booked its ticket; and
- Additional fees, the difference in fare and routing restrictions may apply.

In addition, in the event you are using a Future Travel Credit, you may be charged the applicable additional fees set out in Section 13 (Change Fees) below.

10. OVERBOOKING OF FLIGHTS

Airline flights may be overbooked, and there is a slight chance that a seat will not be available on a flight for which a person has a Booking. Any such overbooking is considered to be a Schedule Change for the purpose of these Terms.

11. PRICES AND ORDER CONFIRMATION

Advertisements on the Website: (a) are invitations for you to make an offer for a Reservation, and (b) are not intended to be offers to sell you Reservations. Your properly completed order constitutes your offer to make a Reservation (an “**Order**”). Such Order is accepted only once a ticket is issued or your Reservation otherwise confirmed with the applicable Travel Service Provider. You will not be charged until such Order has been accepted.

Once you have submitted your Order, you should receive an email titled “Booking Notification” from us or the applicable Travel Service Provider (a “Booking Notification”). Your Booking Notification may provide you with a confirmation number

before your Order has been accepted (for example, before a ticket has been issued). If this is the case, the booking process is not complete and the fare is subject to change until a ticket is issued or your Order is otherwise accepted.

All prices displayed on our Website are subject to change at any time without prior notice. Prices are only guaranteed once your Order has been accepted. Airlines and other Travel Service Providers may change their prices without notice.

If a price increase occurs after you have submitted an Order that affects your intended Booking, we will notify you of the price increase before taking any further steps. However, no price increases will affect your travel package once your Order has been accepted.

Pricing is displayed in USD and/or CAD currency.

We reserve the right to cancel a Booking that has been accepted booking if full payment is not received in a timely fashion.

The rate applied on the date of issuance of the ticket is only valid for a ticket fully utilized and in the sequential order of flight segments on the dates indicated. Improper use may void the ticket and result in cancellation of the entire trip.

12. CANCELLATIONS AND REFUNDS

All Bookings are **non-refundable** unless otherwise stated. If you find that you must cancel a Booking for any reason, please contact us. We will do all we can to assist you in this process. However, please be aware that even if your cancellation is allowed and your Booking is thus refundable, it may be subject to an administrative cancellation fee displayed in the table below plus additional fees charged by airlines and other Travel Service Provider.

The following fees will be charged per passenger in the currency of the related booking.

Domestic	International	Trans-border between Canada and USA
\$75 per passenger	\$200 per passenger	\$125 per passenger

Even if your airline ticket Booking is **non-refundable**:

- Subject to the airline's rules/regulations, any applicable Additional Terms and our cancellation fees set out above, you may cancel your **US booking within 24 hours of purchase** and potentially receive the full amount returned back to your

credit card. Please note that some carriers' policies require that the booking was made up to a week in advance of the flight's departure in order to receive a refund.

- Subject to the airlines rules/regulations, any applicable Additional Terms and our cancellation fees set out above, you may cancel your **Canadian booking the same day** and potentially receive the full amount returned back to your credit card.

You may choose to opt-in to our Extended Cancellation Policy, for \$19.99 per passenger, which will allow you to cancel the same day of purchase without subjecting you to our standard administrative cancellation fees.

The Justfly.com Extended Cancellation Policy feature cannot be removed or credited once your Order has been submitted.

Refund requests for airline ticket Bookings are subject to the airline rules and regulations of purchased tickets. If the refund request is approved by the airline, we are unable to provide a specific timeline for how long it may take for this requested refund to be processed. All refund requests are processed in a sequential format. Once you have provided us with your cancellation request, we will then send you an email notification that your request has been processed.

Our service fees associated with any Booking are not refundable. Please note that we are dependent on the Travel Service Providers for receiving the requested refunds. Once the refund has been approved by the Travel Service Provider it may take additional time for this to appear on your credit card statement. Generally, all Travel Service Providers will charge a penalty for a refund. This entire process may take 60-90 days from receipt of your request to receiving credit on your statement.

13.CHANGE FEES

All Bookings are **non-refundable** and **non-transferable** unless otherwise stated. If you need to make a change to your Booking and that change is allowed, please be advised that such change is subject to the fees in the table below:

Domestic	International	Trans-border between Canada and USA
\$75 per passenger	\$200 per passenger	\$125 per passenger

In addition, there may also be supplementary fees and/ or difference of fare by the Travel Service Provider (airlines, hotels, cruise lines, etc.) which will be added to the total cost of your Booking.

Please be aware that once you have made a Booking, name changes are not permitted. If you find you need to change or correct the spelling of a name after you have made a Booking, you will have to cancel your original Booking if permitted and then make a new Booking with a new flight at the then-current rate using the correct spelling of the name. This will likely incur fees and penalties. Therefore, it is imperative and your responsibility to verify the spelling of the names of all passengers before making your Booking.

14. PAYMENT AND FLIGHT INFORMATION

Some banks and credit card companies charge a fee for international transactions. They will appear on your credit or bank card statement as a foreign or international transaction fee. For example, if you make a Booking through our Website from outside Canada using a Canadian credit card, your bank may convert the payment amount to your local currency and may charge you a fee for the conversion. The amount of the charge appearing on your credit or bank card statement may be in your local currency and different than the purchase amount shown on the billing summary page for the Booking.

In addition, a foreign transaction fee may be assessed if the bank that issued your credit card is located outside Canada.

Booking international travel through our website may be considered an international transaction by the bank or credit card company since Justfly.com may pass your payment on to an international travel supplier.

Your bank or credit card company determines the currency exchange rate and the amount of the foreign transaction fee on the day it processes the transaction. Please contact your bank or credit card company should you have any questions about these fees or the exchange rate applied to your transaction.

Once your ticket has been issued, you should receive your electronic ticket.

We strongly recommend that you re-confirm any flight Booking with the airline 24 hours prior to departure for domestic flights, and 72 hours prior to departure for international flights.

15. SPECIAL REQUESTS: SEATS, MEALS AND FREQUENT FLYER

Please note that requesting specific seats, meals, frequent flyers etc. are requests only. The airline reserves the right to make revisions to the seat allocation without notification. All requests should be confirmed with the airline and we cannot guarantee that passengers will be assigned the seats they've requested. Furthermore, we are unable to promise that your meal/frequent flyer/other special requests will be confirmed by the airline in question. It is your responsibility to contact

the airline you've booked with to confirm the requests you've made. Click here to view the contact information of the airlines we partner with.

16. SUITABILITY OF TRAVEL PRODUCTS AND SERVICES

On our website, we offer a variety of travel products and services to our customers. However, we do not represent or warrant that any conditions that any of these travel products and services are or will be suitable and proper for you.

You agree to release us from any claims related to your satisfaction with the products and services detailed on our Website, including claims that these products and services are not or were not suitable for you.

17. SPECIALS

From time to time we offer "specials" on our website. This section applies to all specials we offer on our Website. As well, all the terms and conditions spelled out above and below apply to specials we offer on our Website.

Specials are only available for a limited time. Please contact us if need be to determine whether a special shown on our website is still available.

Specific terms and conditions may apply to any special shown on our website. Please contact either us or the applicable Travel Service Provider I to determine what terms and conditions apply to that special, if any, and how they may affect you.

Payment for any specials that you book are due within 72 hours of our confirmation, unless otherwise stated by us in writing. If you fail to pay for the specials within this 72 hour timeframe, your booking may be canceled. We accept no responsibility for any loss you incur as a result of cancellation for non-payment within 72 hours.

18. UNACCOMPANIED MINORS

For greater certainty, tickets will not be sold directly to any minors, including any unaccompanied minors age 16 and under. Each airline sets its own policies and regulations for children traveling without adult supervision. Some airlines may not allow unaccompanied minors to travel without an adult. Some airlines will only allow unaccompanied minors to travel on non-stop flights. Many airlines may require additional fees to be paid at check-in. You must call the airline to verify rules and restrictions for an unaccompanied minor traveling alone.

19. CREDIT CARD CHARGEBACKS

You have the ability to dispute charges with credit card companies ("**chargebacks**"). If you have a question about a charge on your credit card statement, we encourage you to call Justfly.com prior to disputing a charge with your credit card company so

we may discuss and answer any questions or concerns you may have about our charges. In all cases, Justfly.com will work with you in resolving your concerns. Justfly.com retains the right to dispute any chargeback that it believes is improper, as described more fully below. Justfly.com also retains the right to fully cancel any Booking in the event of a chargeback related to that Booking.

By using our service to make a Booking with a Travel Service Provider, you accept and agree to the relevant cancellation policy of that Travel Service Provider. In all cases, the cancellation policy of each Booking is made available on our Website. Please note that certain rates or special offers are not eligible for cancellation or change. Justfly.com deems the following chargeback scenarios as improper and retains the right to investigate and rebut any such chargeback claims and to recover costs of such chargeback claims from you.

- Chargebacks resulting from non-cancellable Bookings in the event that Justfly.com or the Travel Service Provider cannot provide a refund, whether or not the Booking is used.
- Chargebacks resulting from charges authorized by family, friends, associates or other third parties with direct access to You, the User's, credit card.
- Chargebacks arising from the Travel Service Provider's failure to deliver a product or service in a manner that's consistent with the Travel Service Provider's product description.
- Chargebacks resulting from force majeure or other circumstances that are beyond the control of Justfly.com.

For greater certainty, we may, in accordance with the Privacy Policy, use information relating to you, including recordings of customer service calls, to dispute chargeback claims from you.

20. INTELLECTUAL PROPERTY

Our Website, including its underlying software and its text, design, graphics, layout and content, is owned or licensed by us or by the respective owners. All material on our Website is protected by Canadian and international intellectual property laws.

As a visitor to or user of our Website, you have permission to view, use and electronically copy the pages and content of our Website through the usual and ordinary use of a web browser.

Any other use of our Website and its contents, such as copying, distributing, selling, modifying, transmitting, reusing, re-posting or publishing, is not permitted and is strictly prohibited without the specific written permission of the owner(s) of such material.

Any unauthorized use of our website or its contents will breach this agreement and may void your permission to use our Website. It may also violate copyright and other laws.

Certain trademarks, service marks, business names, company names, logos, trade names and presentation techniques (trade dress) used on our Website are owned by us or by our licensors. In particular, we own the trademark “Justfly.com.”, which is a registered trademark, all rights reserved.

You do not have a right, license or permission to use any of the forgoing except as expressly set out in this Section. All rights reserved. © [April 18th]-2019

21. PROHIBITED ACTIVITY

As a visitor to or user of our Website, you must use it in a responsible and co-operative manner. The content and information on our Website (including price and availability of travel services) as well as the infrastructure used to provide such content and information, is proprietary to us, our providers, or our Travel Service Providers. While you may make copies of your travel itinerary (and related documents) or Bookings, you agree not to otherwise modify, copy, distribute, transmit display, perform, reproduce, publish, license, creative derivative works from, transfer, or sell or re-sell any information, software, products, or services obtained from or through our Website. Additionally, you agree not to:

- Make any fraudulent, speculative or false inquiries or Bookings, or make any Bookings in anticipation of demand;
- Use any form of robot, spider, scraper or other automated means, or any comparable manual process, for the purpose of accessing, monitoring or copying any of the content or information on our Website without our prior written consent;
- Violate the restrictions in any robot exclusion headers on our Website or bypass or circumvent other measure employed to prevent or limit access to our Website;
- Place or enter false, misleading or incorrect information on our Website;
- Make any form of booking, reservation or request through our Website without fully intending to use that booking, reservation or request for legitimate travel purposes;
- Use another person’s name, user ID or password to make Bookings or inquiries on our Website without that person’s prior permission;
- Use our Website while impersonating or acting as another person;
- post on or transmit through our Website any unlawful, threatening, defamatory, libelous, obscene, indecent, inflammatory or pornographic material or images, or any other material that could give rise to or result in civil or criminal proceedings;
- Access or use our Website in any manner that, in our opinion, could impair, impede or otherwise negatively affect the proper functioning and performance of our Website and its systems, or that could negatively impact other visitors to or users of our Website;
- Tamper with or hinder the operation of our Website or make unauthorized

- modifications to our Website;
- Delete data from our Website without our permission;
- Knowingly transmit any virus, malware or other disabling feature or software to or through our Website;
- Breach the rights of any third party (including rights in intellectual property or contract as well as obligations of confidentiality or nondisclosure) or break any related laws in visiting or using our Website;
- Frame this Website as part of another website, or cache our Website for commercial gain or advantage;
- Disguise or mask the origin device and/or IP address information of the data being transmitted through our Website; or
- Knowingly permit or allow another person to do any of the above acts.

We reserve the right to restrict or terminate your access to any or all of the features and components of our Website if we believe you have violated, or are violating, any of the above prohibitions. In the event of any such restriction or termination, you must immediately cease any prohibited use of our Website. Attempting to access or use our Website in violation of any restrictions or terminations shall constitute an act of trespass. We will pursue legal action to the fullest extent possible against anyone whom we believe is in breach of the above prohibitions or is committing a trespass on our Website, and we reserve the right to do so.

22. INDEMNIFICATION

You agree to indemnify and defend Justfly.com and/ or its Travel Service Providers and any of their officers, directors, employees and agents from and against any and all losses, damages, claims, causes of action, demands, recoveries, fines, penalties, or other costs and expenses of any kind or nature including reasonable legal and accounting fees brought by a third parties as a result of:

- Your breach of these Terms; or
- Your violation of any law or the rights of a third party; or
- Your use of our Website.

23. RELEASE

Not applicable to the residents of Quebec to which the Quebec Consumer Protection Act applies: If you have a dispute with a Travel Service Provider, including airlines, hotels, cruise lines, railroads, car rental agencies, tour operators and consolidators to perform the services offered by such suppliers, you release us (and our officers, directors, agents, subsidiaries, joint ventures and employees) from claims, demands and damages (actual and consequential) of any kind and nature, known and unknown, arising out of or in any way connected with such disputes.

24. YOUR PRIVACY

Justfly.com believes in protecting your privacy. Please click [here](#) for our current Privacy Policy (the “**Privacy Policy**”) which also governs your use of our Website. It contains information about how Justfly.com collects, uses, and discloses information through the Services.

25. DISCLAIMERS

This Website and all its content are provided for your use on an “as is” and “where available” basis and at no charge.

We make, to the extent permitted by applicable law, no warranties, conditions or representations, express or implied, to you or another person or entity as to the accuracy, results, timeliness, completeness, merchantability, fitness for any particular purpose with respect to our Website or any related materials, products, services, or information. Moreover, we do not warrant, represent or condition that the content of our Website is accurate, current or complete, or that it does not infringe on the rights of others.

Not applicable to the residents of Quebec to which the Quebec Consumer Protection Act applies: We disclaim all implied warranties, conditions and representations to the maximum extent permitted by law, including, without limitation, implied warranties that the products and services offered, sold and provided through our Website will be of merchantable quality, are fit for any purpose or comply with the descriptions and samples displayed on our Website.

The air carriers and other Travel Service Providers providing travel or other services on our Website are independent contractors and not agents or employees of Justfly.com. Justfly.com is not liable for the acts, errors, omissions, representations, warranties, breaches or negligence of any such Travel Service Provider, including for any Future Travel Credit, or for any personal injuries, death, property damage, or other damages or expenses resulting therefrom. Justfly.com has no liability and will make no refund in the event of any delay, cancellation, overbooking, strike, force majeure or other causes beyond their direct control, and has no responsibility for any additional expenses, omissions, delays, re-routing or acts of any government or authority.

Not applicable to the residents of Quebec to which the Quebec Consumer Protection Act applies: Under no circumstances, including negligence, shall we (including any of our officers, employees, agents, shareholders or other representatives), and/or our Travel Service Providers or distributors, be liable for any damages to, or viruses that may infect, your computer equipment or other property on account of your access to, use of, or browsing on the Website, or your downloading of any materials, data, text, images, video, audio, or other information from the Website.

In no event shall we, and/or our Travel Service Providers or distributors, be liable for any injury, loss, claim, damage, or any special, punitive, indirect, incidental, or consequential damages of any kind (including lost profits or lost savings), whether based in contract, tort, strict liability, or otherwise, that arise out of or are in any way connected with the use, or the inability to use, the Site or the services or materials on the Site, even if advised of the possibility of such damages.

In no event shall our aggregate liability, or that of our providers or distributors, exceed the total charges set forth in the itinerary giving rise to any such liability. To the extent permitted by applicable law, any claim or cause of action arising from, or relating to, your access and use of, or purchase of products and/or services from, the Site must be brought within one (1) year from the date on which such claim or action arose or accrued or purchase was completed. Applicable law may not allow the limitation or exclusion of liability of incidental or consequential damages, so the above limitation or exclusion may not apply to you. Your use of the Site shall be at your own risk.

We are acting as an intermediary or as an agent for providers of travel-related products and/or services by promoting, selling or accepting Bookings for such products and/or services (such as air and ground transportation, hotel accommodations, meals, tours, cruises, travel insurance, etc.). Neither will we nor will any of our officers, employees, agents, shareholders or other representatives be liable in damages or otherwise to the maximum extent permitted by law in connection with your use of or inability to use or access our Website or your purchase and use of any products and services offered, promoted or sold on or through our Website.

This limitation of liability applies to all damages of any kind, including compensatory, direct, indirect, special or consequential damages; loss of data, income or profit; loss of or damage to property; personal injury; and claims of third parties.

If any warranties implied by law cannot be excluded, then our liability for breach of such warranties is limited, to the extent permitted by applicable law, at our option, to:

- a) in the case of products: the replacement of the products or the supply of equivalent products; or the payment of the cost of replacing the products or acquiring equivalent products;
- b) in the case of services: the supply of the services again; or the payment of the cost of having the services supplied again.

26. COMMUNICATIONS THROUGH WEBSITE

You can communicate with us through our Website. Our Website also lists other ways you can communicate with us. Please be aware that by submitting content to our Website by electronic mail, postings on this Website or otherwise, including any hotel reviews, photos, videos, questions, comments, suggestions, ideas or the like contained in any submissions (collectively, "**Submissions**"), you grant Justfly.com, a

non-exclusive, royalty-free, perpetual, transferable, irrevocable and fully sub-licensable right to (a) use, reproduce, modify, adapt, translate, distribute, publish, create derivative works from and publicly display and perform such Submissions throughout the world in any media, now known or hereafter devised; and (b) use the name that you submit in connection with such Submission. You acknowledge that Justfly.com may choose to provide attribution of your comments or reviews at our discretion. You further grant Justfly.com the right to pursue at law any person or entity that violates your or Justfly.com's rights in the Submissions by a breach of these Terms.

You acknowledge and agree that Submissions are non-confidential and non-proprietary.

You expressly waive any and all 'moral rights' (including rights of attribution or integrity) that may subsist in your Submissions and agree that you have no objection to the publication, use, modification, deletion or exploitation of your Submissions by us. We take no responsibility and assume no liability for any Submissions posted or submitted by you. We have no obligation to post your comments; we reserve the right in our absolute discretion to determine which comments are published on the Website. If you do not agree to these Terms, please do not provide us with any Submissions.

You are fully responsible for the content of your Submissions, (specifically including reviews posted to this Website). You are prohibited from posting or transmitting to or from this Website: (i) any unlawful, threatening, libelous, defamatory, obscene, pornographic, or other material or content that would violate rights of publicity and/or privacy or that would violate any law; (ii) any commercial material or content (including solicitation of funds, advertising, or marketing of any goods or services); and (iii) any material or content that infringes, misappropriates or violates any copyright, trademark, patent right or other proprietary right of any third party. You shall be solely liable for any damages resulting from any violation of the foregoing restrictions, or any other harm resulting from your posting of content to this Website. You acknowledge that Justfly.com may exercise its rights (e.g. use, publish, delete) to any content you submit without notice to you. If you submit more than one review for the same hotel, only your most recent submission is eligible for use.

27.LINKING

We may link our Website to other websites on the Internet. We do this strictly for your convenience and reference as you explore different travel options online. However, the inclusion of any such links does not indicate that we endorse the website or the business to which we have linked. Further, we have not verified the content of any website to which we have linked, and we bear no responsibility whatsoever for the content of any linked website. It is up to you to take precautions to ensure that whatever links you select or software you download (whether from our Website or other websites) is free of such items as viruses, worms, trojan horses, defects, and

other items of a destructive nature. Should you incur any loss or damage from visiting or doing business with any linked website or business, we are not liable for that loss or damage.

28. TERMINATION

We reserve the right to immediately terminate this Agreement and/ or access to this Website as well as any other agreement between you and us if you breach any of these Terms.

29. OUR RELATIONSHIP

No agency, partnership, joint venture, employer-employee or franchisor-franchisee relationship exists between you and us, nor is such a relationship created between you and us by these Terms and Conditions or by our Agreement with you.

30. NOTICES

PLEASE NOTE that this email address is for formal legal notification only. If you have a complaint or other feedback about JustFly's service, please submit it to customercare@justfly.com, where a customer service representative will promptly address your concern. Unless complaints, feedback, or requests are submitted to customercare@justfly.com, you may experience delay in receiving a response, as your communication will need to be re-routed appropriately.

31. GENERAL

If any of these Terms are found by a court or other legal authority to be invalid or unenforceable, the invalid or unenforceable provisions will be stricken. The remaining terms and conditions will remain in full force and effect.

The headings used in these Terms are for reference purposes only.

If we take no action in response to a violation by you or others of one or more of these Terms, that inaction shall not constitute a waiver of the violated terms and conditions and shall not impair our right to take action in response to subsequent or similar violations.

In this Agreement, the term "website" includes any email bulletins or other content that we provide to you through our Website or otherwise initiated from our Website.